



**BID NO.: 8448-0/18**

**OPENING: 2:00 P.M.  
WEDNESDAY  
JANUARY 23, 2013**

**MIAMI-DADE COUNTY, FLORIDA**

**I N V I T A T I O N  
T O B I D**

**TITLE:  
SPOIL ISLAND MAINTENANCE SERVICES**

**FOR INFORMATION CONTACT:  
Ruth Laureano, 305-375-5765, [ruthl@miamidade.gov](mailto:ruthl@miamidade.gov)**

**IMPORTANT NOTICE TO BIDDERS:**

- **READ THIS ENTIRE DOCUMENT, THE GENERAL TERMS AND CONDITIONS, AND HANDLE ALL QUESTIONS IN ACCORDANCE WITH THE TERMS OUTLINED IN PARAGRAPH 1.2(D) OF THE GENERAL TERMS AND CONDITIONS.**
- **FAILURE TO SIGN BID SUBMITTAL FORM IN SECTION 4 WILL RENDER YOUR BID NON-RESPONSIVE**

**MIAMI-DADE COUNTY  
INTERNAL SERVICES DEPARTMENT  
PROCUREMENT MANAGEMENT DIVISION**



**MIAMI-DADE COUNTY, FLORIDA**

**INVITATION TO BID**

**Bid Number: 8448-0/18**

**Bid Title: Spoil Island Maintenance Services**

**Procurement Associate: Ruth Laureano**

**Bids will be accepted until 2:00 p.m. on Wednesday, January 23, 2013**

**Bids will be publicly opened.** The County provides equal access and does not discriminate on the basis of disability in its programs or services. It is our policy to make all communication available to the public, including those who may be visually or hearing impaired. If you require information in a non-traditional format please call 305-375-5278.

**Instructions:** The Clerk of the Board business hours are 8:00am to 4:30pm, Monday through Friday. Additionally, the Clerk of the Board is closed on holidays observed by the County. Each Bid submitted to the Clerk of the Board shall have the following information clearly marked on the face of the envelope: the Bidders name, return address, Bid number, opening date of the Bid and the title of the Bid. Included in the envelope shall be an original and two copies of the Bid Submittal, plus attachments if applicable.

All Bids received time and date stamped by the Clerk of the Board prior to the bid submittal deadline shall be accepted as timely submitted. The circumstances surrounding all bids received and time stamped by the Clerk of the Board after the bid submittal deadline will be evaluated by the procuring department, in consultation with the County Attorney's Office, to determine whether the bid will be accepted as timely.

**NOTICE TO ALL BIDDERS:**

- **FAILURE TO SIGN THE BID SUBMITTAL FORM WILL RENDER YOUR BID NON-RESPONSIVE.**
- **THE BID SUBMITTAL FORM CONTAINS IMPORTANT CERTIFICATIONS THAT REQUIRE REVIEW AND COMPLETION BY ANY BIDDER RESPONDING TO THIS SOLICITATION.**

**MIAMI-DADE COUNTY  
INTERNAL SERVICES DEPARTMENT  
PROCUREMENT MANAGEMENT DIVISION**

**SECTION 1**  
**GENERAL TERMS AND CONDITIONS**

**Spoil Island Maintenance Services**

All general terms and conditions of Miami-Dade County Procurement Contracts for Invitations to Bid are posted online. Persons and Companies that receive an award from Miami-Dade County through Miami-Dade County's competitive procurement process must anticipate the inclusion of these requirements in the resultant Contract. These standard general terms and conditions are considered non-negotiable subject to the County's final approval.

All applicable terms and conditions pertaining to this solicitation and resultant contract may be viewed online at the Miami-Dade County Procurement Management website by clicking on the below link:

<http://www.miamidade.gov/procurement/library/general-terms-and-conditions-itb.pdf>

**SECTION 2**  
**SPECIAL CONDITIONS**

**SPOIL ISLAND MAINTENANCE SERVICES**

**2.1 PURPOSE: TO ESTABLISH A CONTRACT FOR THE COUNTY:**

The purpose of this solicitation is to establish a contract for the purchase of Spoil Island Maintenance Services in conjunction with the County's needs on an as needed when needed basis.

**2.2 SMALL BUSINESS CONTRACT MEASURES (SET-ASIDE)**

The contract measure applicable to this contract: SBE set-aside. The provisions for the Miami-Dade County certified Small Business Enterprises (SBEs) Program are available at <http://www.miamidade.gov/business/business-development-legislation.asp>.

For set-aside contracts valued up to \$100,000, a 10% (ten percent) preference shall apply for certified Micro Business Enterprise bidders.

A Micro Business Enterprise is a certified SBE firm whose three year average gross revenues does not exceed \$2 million, or is a manufacturer with fifty (50) employees or less, or is a wholesaler with fifteen (15) employees or less. Micro Business Enterprises and Small Business Enterprises must be certified by Small Business Development under Business Affairs, a division of the Department of Regulatory and Economic Resources (RER) for the type of goods and/or services the enterprise provides in accordance with the applicable commodity code(s) for this solicitation. For certification information, contact RER at 305-375-CERT (2378) or at <http://www.miamidade.gov/business/business-certification-programs.asp>. The enterprises must be certified by bid submission deadline, at contract award, and for the duration of the contract to remain eligible for the preference.

**2.3 PRE-BID CONFERENCE (RECOMMENDED):**

A pre-bid conference will be held on Monday, January 14, 2013 at 9:30AM. The pre-bid conference will take place at the Stephen P. Clark Center, 111 NW 1<sup>st</sup> Street, Suite 1300, in Conference Room A. The pre-bid conference is being held to discuss the special conditions and specifications included within this solicitation. It is recommended that a representative of the firm attend this conference as the "cone of silence" will be lifted during the course of the conference and informal communication can take place.

Vendors are requested to bring this solicitation document to the conference, as additional copies may not be available.

"Multiple members of individual community councils may be present."

**2.4 TERM OF CONTRACT: FIVE (5) YEARS**

This contract shall commence on the first calendar day of the month succeeding approval of the contract by the Board of County Commissioners, or designee, unless otherwise stipulated in the Notice of Award Letter which is distributed by the County's Department of Procurement Management, and contingent upon the completion and submittal of all required bid documents. The contract shall expire on the last day of the last month of the contract term.

**SECTION 2**  
**SPECIAL CONDITIONS**

**SPOIL ISLAND MAINTENANCE SERVICES**

**2.5 METHOD OF AWARD: TO MULTIPLE LOWEST PRICED VENDORS IN THE AGGREGATE**

Award of this contract will be made to two (2) responsive, responsible vendors who submit an offer on all items listed in the solicitation and whose offer represents the lowest price when all items are added in the aggregate. While the method of award prescribes the method for determining the lowest responsive, responsible vendor, the County will award this contract to the designated lowest vendor as the primary vendor and will award this contract to the designated second lowest vendor as the secondary vendor respectively. If the County exercises this right, the primary vendor shall have the primary responsibility to initially perform the service or deliver the goods identified in this contract. If the primary vendor fails to perform it may be terminated for default and the County shall have the option to seek the identified goods or services from the secondary vendor.

Award to multiple vendors is made for the convenience of the County and does not exempt the primary vendor from fulfilling its contractual obligations. Failure of any vendor to perform in accordance with the terms and conditions of the contract may result in the vendor being deemed in breach of contract. The County may terminate the contract for default and charge the vendor re-procurement costs, if applicable.

**2.6 PRICES SHALL BE FIXED AND FIRM FOR TERM OF CONTRACT:**

If the vendor is awarded a contract under this solicitation, the prices proposed by the vendor shall remain fixed and firm during the term of contract.

**2.7 INDEMNIFICATION AND INSURANCE (1) - GENERAL SERVICE AND MAINTENANCE CONTRACT**

Provider shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Provider or its employees, agents, servants, partners principals or subcontractors. Provider shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Provider expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by Provider shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

The vendor shall furnish to the Vendor Assistance Section, Internal Services Department, Procurement Management Division, 111 NW 1st Street, Suite 1300, Miami, Florida 33128, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

- A. Worker's Compensation Insurance for all employees of the vendor as required by Florida Statute 440.

**SECTION 2**  
**SPECIAL CONDITIONS**

**SPOIL ISLAND MAINTENANCE SERVICES**

- B. General Liability Insurance on a comprehensive basis in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage. **Miami-Dade County must be shown as an additional insured with respect to this coverage.**
- C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage.

All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

The company must be rated no less than "B" as to management, and no less than "Class V" as to financial strength, by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division.

or

The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida" issued by the State of Florida Department of Financial Services and are members of the Florida Guaranty Fund.

Certificates will indicate no modification or change in insurance shall be made without thirty (30) days in advance notice to the certificate holder.

**NOTE: MIAMI-DADE COUNTY SOLICITATION NUMBER AND TITLE OF SOLICITATION MUST APPEAR ON EACH CERTIFICATE.**

**CERTIFICATE HOLDER MUST READ:      MIAMI-DADE COUNTY  
111 NW 1<sup>st</sup> STREET  
SUITE 2340  
MIAMI, FL 33128**

**Compliance with the foregoing requirements shall not relieve the vendor of his liability and obligation under this section or under any other section of this agreement.**

The vendor shall submit a certificate of insurance within ten (10) business days after notification of recommendation to award. If certificate does not include the coverages outlined in the terms and conditions of this solicitation, the vendor shall be given an additional five (5) business days to submit a corrected certificate to the County. Failure of the vendor to provide the required certificate of insurance within fifteen (15) business days may result in the vendor being deemed non-responsible and the issuance of a new award recommendation.

The vendor shall be responsible for assuring that the insurance certificate required in conjunction with this Section remain in force for the duration of the contractual period;

**SECTION 2**  
**SPECIAL CONDITIONS**

**SPOIL ISLAND MAINTENANCE SERVICES**

including any and all option years that may be granted to the vendor in accordance with Section 2.5 of this solicitation. If insurance certificates are scheduled to expire during the contractual period, the vendor shall be responsible for submitting new or renewed insurance certificates to the County at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates which cover the contractual period, the County shall suspend the contract until such time as the new or renewed certificates are received by the County in the manner prescribed in the solicitation; provided, however, that this suspended period does not exceed thirty (30) calendar days. If such suspension exceeds thirty (30) calendars days, the County may, at its sole discretion, terminate this contract for cause and seek re-procurement damages from the vendor in accordance with Section 1, Paragraph 1.23 of the General Terms and Conditions.

**2.8 METHOD OF PAYMENT: MONTHLY INVOICES**

The vendor(s) shall submit monthly invoices by the tenth (10th) calendar day of each month. These invoices shall be submitted to the County user department(s) that requested the service through a purchase order. The invoices shall reflect the type of service provided to the County in the prior month.

All invoices shall contain the following basic information:

I. Vendor Information:

- The name of the business organization as specified on the contract between Miami-Dade County and vendor
- Date of invoice
- Invoice number
- Vendor's Federal Identification Number on file with Miami-Dade County

II. County Information:

- Miami-Dade County Release Purchase Order or Small Purchase Order Number

III. Pricing Information:

- Unit price of the goods, services or property provided
- Extended total price of the goods, services or property
- Applicable discounts

IV. Goods or Services Provided per Contract:

- Description
- Quantity

V. Delivery Information:

**SECTION 2**  
**SPECIAL CONDITIONS**

**SPOIL ISLAND MAINTENANCE SERVICES**

- Delivery terms set forth within the Miami-Dade County Release Purchase Order
  - Location and date of delivery of goods, services or property
- VI. Failure to Comply:
- Failure to submit invoices in the prescribed manner will delay payment
- VII. **Invoices must include trash disposal receipt from Solid Waste Facilities (see Section 3, Paragraph 3.2.2 – Service). Invoices received without the required information will not be processed until proper documentation is received.**

**2.9 CONTACT PERSON**

For any additional information regarding the terms and conditions of this solicitation and resultant contract, Contact: Ruth Laureano, at (305) 375-5765 or via email at [ruthl@miamidade.gov](mailto:ruthl@miamidade.gov).

**2.10 COUNTY USER ACCESS PROGRAM (UAP) FEE**

**USER ACCESS FEE**

Pursuant to Miami-Dade County Budget Ordinance No. 03-192, this contract is subject to a user access fee under the County User Access Program (UAP) in the amount of two percent (2%). All sales resulting from this contract, or any contract resulting from this solicitation and the utilization of the County contract price and the terms and conditions identified herein, are subject to the two percent (2%) UAP. This fee applies to all contract usage whether by County Departments or by any other governmental, quasi-governmental or not-for-profit entity.

The vendor providing goods or services under this contract shall invoice the contract price and shall accept as payment thereof the contract price less the 2% UAP as full and complete payment for the goods and/or services specified on the invoice. The County shall retain the 2% UAP for use by the County to help defray the cost of the procurement program. Vendor participation in this invoice reduction portion of the UAP is mandatory.

**JOINT PURCHASE**

Only those entities that have been approved by the County for participation in the County's Joint Purchase and Entity Revenue Sharing Agreement are eligible to utilize or receive Miami-Dade County contract pricing and terms and conditions. The County will provide to approved entities a UAP Participant Validation Number. The vendor must obtain the participation number from the entity prior to filling any order placed pursuant to this section. Vendor participation in this joint purchase portion of the UAP, however, is voluntary. The vendor shall notify the ordering entity, in writing, within 3 work days of receipt of an order, of a decision to decline the order.

For all ordering entities located outside the geographical boundaries of Miami-Dade County, the successful vendor shall be entitled to ship goods on an "FOB Destination, Prepaid and Charged Back" basis. This allowance shall only be made when expressly authorized by a representative of the ordering entity prior to shipping the goods.



**SECTION 2**  
**SPECIAL CONDITIONS**

**SPOIL ISLAND MAINTENANCE SERVICES**

Miami-Dade County shall have no liability to the vendor for the cost of any purchase made by an ordering entity under the UAP and shall not be deemed to be a party thereto. All orders shall be placed directly by the ordering entity with the vendor and shall be paid by the ordering entity less the 2% UAP.

**VENDOR COMPLIANCE**

If a vendor fails to comply with this section, that vendor may be considered in default by Miami-Dade County in accordance with Section 1, Paragraph 1.23 of this contract solicitation and the resulting contract.

**2.11 LOCAL CERTIFIED SERVICE - DISABLED VETERAN'S BUSINESS PREFERENCE**

In accordance with Section 2-8.5.1 of the Miami-Dade County Code, a Local Certified Service-Disabled Veteran Business Enterprise (VBE) that submits a bid for a contract shall receive a bid preference of five percent of the price bid. A VBE is a firm that is a) a local business pursuant to Section 2.8.5 of the Code of Miami-Dade County and b) prior to proposal submittal is certified by the State of Florida Department of Management Services as a service-disabled veteran business enterprise pursuant to Section 295.187 of the Florida Statutes. This preference will only be used for evaluating and awarding the bids and shall not affect the contract price. In procurements where Small Business Enterprises (SBE) measures are being applied, a VBE who is also an SBE shall not receive the veteran's preference provided in this section and shall be limited to any applicable SBE preferences. At the time of bid or proposal submission, the bidder must affirm in writing its compliance with the certification requirements of Section 295.187 of the Florida Statutes and submit this affirmation and a copy of the actual certification along with the bid or proposal submission.

**2.12 ACCIDENT PREVENTION AND BARRICADES**

Precautions shall be exercised at all times for the protection of persons and property. All vendors performing services under this contract shall conform to all relevant OSHA, State and County regulations during the course of such effort. Any fines levied by the above mentioned authorities for failure to comply with these requirements shall be borne solely by the responsible vendor. Barricades shall be provided by the vendor when work is performed in areas traversed by persons, or when deemed necessary by the County Project Manager.

**2.13 ADDITIONAL SERVICES/ISLANDS MAY BE ADDED OR DELETED**

Although this solicitation and resultant contract identifies specific facilities to be serviced, it is hereby agreed and understood that any County department or agency facility may be added to this contract at the option of the County. When required by the pricing structure of the contract, vendor(s) under this contract shall be invited to submit price quotes for these additional facilities. If these quotes are determined to be fair and reasonable, then the additional work will be awarded to the current contract vendor(s) that offers the lowest acceptable pricing. If this contract has a single incumbent vendor, the additional site(s) shall be added to this contract by formal modification of the award sheet. If there are multiple incumbent vendors under this contract, and the additional effort is to be assigned to only one of these vendors, a separate release order will be issued.

**SECTION 2**  
**SPECIAL CONDITIONS**

**SPOIL ISLAND MAINTENANCE SERVICES**

The County may determine to obtain price quotes for the additional facilities services from other vendors in the event that fair and reasonable pricing is not obtained from the current contract vendors, or for other reasons at the County's discretion.

**NOTE:** Additional Services may be required due to unforeseen circumstances resulting from natural disasters such as hurricanes, tornados, etc.

**2.14 COMPLIANCE WITH FEDERAL STANDARDS**

All items to be purchased under this contract shall be in accordance with all governmental standards, to include, but not be limited to, those issued by the Occupational Safety and Health Administration (OSHA), the National Institute of Occupational Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA).

**2.15 DEFICIENCIES IN WORK TO BE CORRECTED BY THE VENDOR**

The vendor shall promptly correct all apparent and latent deficiencies and/or defects in work, and/or any work that fails to conform to the contract documents regardless of project completion status. All corrections shall be made within two (2) calendar days after such rejected defects, deficiencies, and/or non-conformances are verbally reported to the vendor by the County's project administrator, who may confirm all such verbal reports in writing. The vendor shall bear all costs of correcting such rejected work. If the vendor fails to correct the work within the period specified, the County may, at its discretion, notify the vendor, in writing, that the vendor is subject to contractual default provisions if the corrections are not completed to the satisfaction of the County within three (3) calendar days of receipt of the notice. If the vendor fails to correct the work within the period specified in the notice, the County shall place the vendor in default, obtain the services of another vendor to correct the deficiencies, and charge the incumbent vendor for these costs; either through a deduction from the final payment owed to the vendor or through invoicing. If the vendor fails to honor this invoice or credit memo, the County may terminate the contract for default.

**2.16 LABOR, MATERIALS, AND EQUIPMENT SHALL BE SUPPLIED BY THE VENDOR**

Unless otherwise provided in Section 3 (entitled "Technical Specifications"), of this solicitation the vendor shall furnish all labor, material and equipment necessary for satisfactory contract performance. When not specifically identified in the technical specifications, such materials and equipment shall be of a suitable type and grade for the purpose. All material, workmanship, and equipment shall be subject to the inspection and approval of the County's Project Manager.

**2.17 LEGAL REQUIREMENT FOR POLLUTION CONTROL**

It is the intent of these specifications to comply with the Miami-Dade County Pollution Control Ordinance as stated in Chapter 24 of the Miami-Dade Code. This ordinance is made a part of these specifications by reference and may be obtained, if necessary, by the vendor through the Department of Regulatory and Economic Resources (RER) 701 NW 1<sup>st</sup> Court, Miami, Florida 33136, Telephone (305) 372-6922.

SECTION 2  
SPECIAL CONDITIONS

SPOIL ISLAND MAINTENANCE SERVICES

2.18 WORK ACCEPTANCE

This project will be inspected by an authorized representative of the County. This inspection shall be performed to determine acceptance of work, appropriate invoicing, and warranty conditions.

**SECTION 3**  
**TECHNICAL SPECIFICATIONS**

**SPOIL ISLAND MAINTENANCE SERVICES**

**3.1 OBJECTIVE.**

The objective of this solicitation is to establish a contract for the purchase of Spoil Island Maintenance Services in conjunction with the County's needs on an as needed when needed basis.

**3.2 SCOPE OF WORK**

- A. Successful Bidder shall provide all equipment, supplies, labor and transportation necessary to clean and to pick-up all debris, garbage, trash and solid waste; except derelict vessels (abandoned boats).
- B. Successful Bidder must clean the entire island listed per scheduled visit (see Section 3, Paragraph 3.2.1).
- C. Successful Bidder is to provide trash receptacles every 100 feet along publicly used shorelines of the listed Islands.
- D. Successful Bidder is to collect all trash and litter on the island in receptacles and document disposal of all refuse at a solid waste facility. All dump fees are paid by the successful Bidder. **It is highly recommended bidders visit the islands to establish an understanding of the scope of work.**
- E. Successful Bidder shall provide sufficient trash receptacles on each island to accommodate the public's usage. Receptacles may be 30 to 55 gallon drums or garbage cans (without lids). Receptacles which are lost or damaged must be replaced on the next scheduled visit by the successful Bidder(s). The County will not pay additional cost for the lost or damage receptacles.

***NOTE: See Attachment Figure 1 for Map of Islands***

**3.3 SERVICES TO BE PROVIDED**

- A. The successful Bidder shall service islands No. 1, 2, 3, 9, 10, 12, 15 and Flagler Memorial weekly (on Mondays). Islands 11, 13A, 13B and 14 shall be visited monthly (on the last Monday of the month). If a holiday falls on a Monday, awarded vendor must pick up all trash, garbage, debris, etc., on the Tuesday (following day).

***NOTE: Holidays currently observed by Miami-Dade County are: New Year's Day, Martin Luther King, Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas.***

- B. All trash, garbage, debris and solid waste collected must be removed from the islands and disposed of in a proper and legal manner by disposing of items collected at a Solid Waste Facility. All dump fees are paid by the Contractor. Upon disposing of refuse, contractor must obtain receipt (stating weight and/or amount of refuse), which must be attached to the monthly invoice.

**SECTION 3**  
**TECHNICAL SPECIFICATIONS**

**SPOIL ISLAND MAINTENANCE SERVICES**

**NOTE: Contractor must attached copy of the trash disposal receipt from Solid Waste Facilities with invoices. Invoices received without the required information will not be processed until proper documentation is received.**

- C. All trash transfer and temporary storage sites used for the above services will be identified and submitted to RER for approval prior to the execution of this contract. If a staging or temporary storage site is required for transferring the waste from the islands to an upland disposal location, the contractor shall own or coordinate with the owner or manager of the property(ies) used as temporary garbage storage/staging sites and provide documentation of such coordination/ownership to RER.
- D. After services have been completed the attached checklist (see Section 3, Page 11) must be completed and submitted to RER Project Manager, Josh Mahoney at fax number 305-372-6659 or e-mail [mahoni@miamidade.gov](mailto:mahoni@miamidade.gov).

**3.4 EQUIPMENT**

The successful Bidder must own or control a suitable motorized, shallow draft (2 ft. maximum while loaded) watercraft (i.e. water vessels, boat, trawlers, barges, etc.), a minimum of twenty-one (21) feet in length. (Size needed for effective services). The watercraft must have been inspected by the U.S. Coast Guard within the past twelve months and have been found to meet all requirements for that type and usage of vessel.

**NOTE: Bidder must provide copy of the U.S. Coast Guard Vessel inspection report that will be used to provide services under this contract upon bid submittal. Failure to meet this requirement may result in bid being considered non-responsive. Bidder may be given an opportunity to comply during the evaluation stages.**

**3.5 SCHEDULE**

In the event of non-compliance with the contract schedule, resulting from adverse weather or mechanical breakdown, the successful Bidder will be required to notify the RER project manager, Josh Mahoney at (305) 372-6922, by phone or via e-mail at [mahonJ@miamidade.gov](mailto:mahonJ@miamidade.gov) immediately. Any variance to the schedule must be authorized by RER in writing prior to the requested change. Any additional work due to an emergency would not be a part of this contract.

**SECTION 3**  
**TECHNICAL SPECIFICATIONS**

**SPOIL ISLAND MAINTENANCE SERVICES**

**CHECKLIST**

Item	Description	Date Completed
<b><u>Weekly Pick-up - Every Monday</u></b>		
1.	Debris Collection for Island #1	
2.	Debris Collection for Island #2	
3.	Debris Collection for Island #3	
4.	Debris Collection for Island #9	
5.	Debris Collection for Island #10	
6.	Debris Collection for Island #12	
7.	Debris Collection for Island #15	
8.	Debris Collection for Flagler Memorial Island	
<b><u>Monthly Pick-Up - Last Monday of the Month</u></b>		
9.	Debris Collection for Island #11	
10.	Debris Collection for Island #13A	
11.	Debris Collection for Island #13B	
12.	Debris Collection for Island #14	

Verified By: \_\_\_\_\_

Date: \_\_\_\_\_

Vendors Name: \_\_\_\_\_

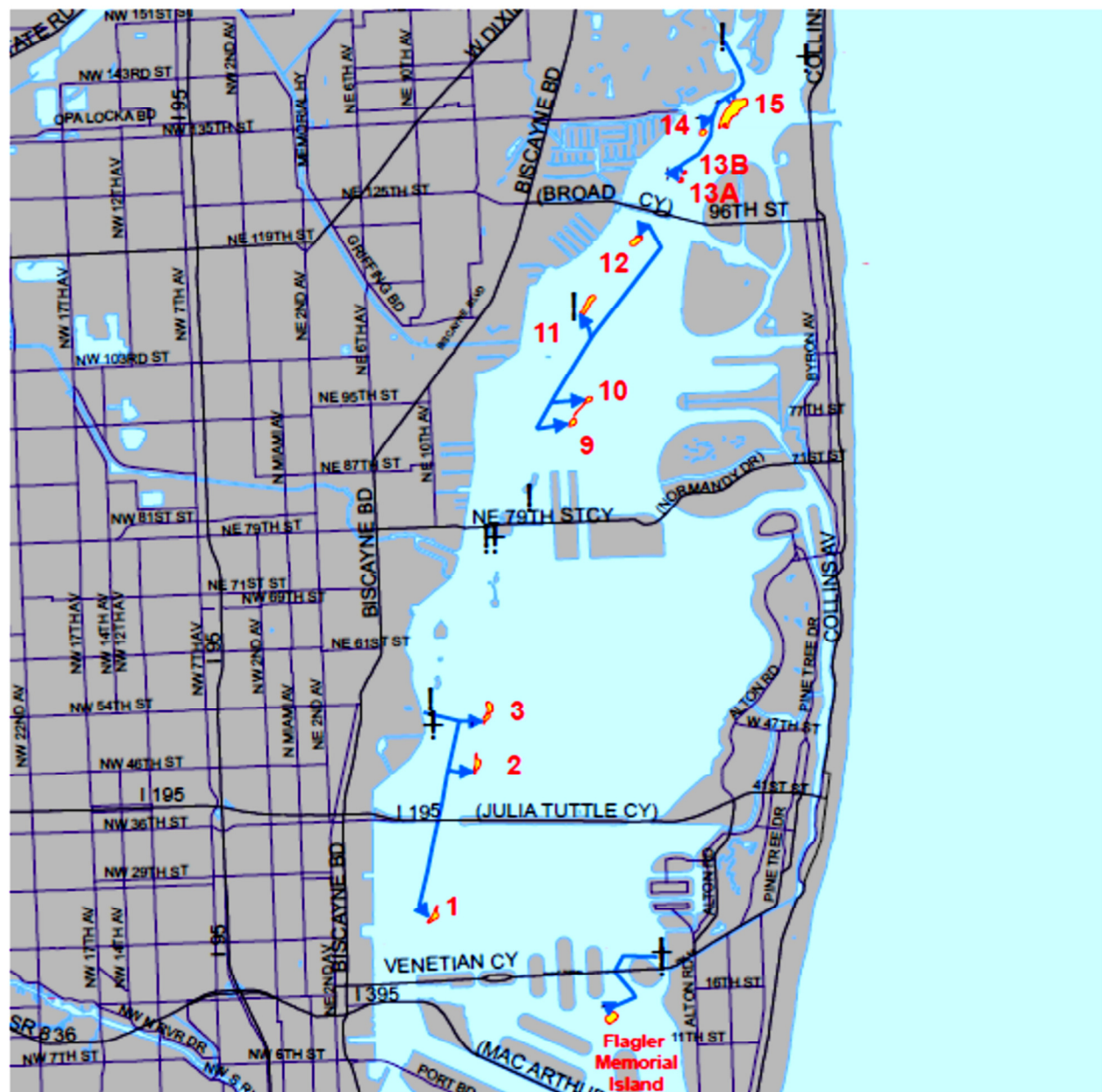
## **SECTION 3**








### **TECHNICAL SPECIFICATIONS**

## SPOIL ISLAND MAINTENANCE SERVICES

### Figure 1

#### Island Maintenance Locator Map



-  Islands within the Site       Open Water  
 Dock       Land  
 Boat Ramp       Major Roads  
 Boat Routes

Map created May, 2007.

CONCLUSIONS

[illegible]

**SECTION 4**  
**BID SUBMITTAL FORM**

**Submit Bid To:**  
**CLERK OF THE BOARD**  
**Stephen P. Clark Center**  
**111 NW 1<sup>st</sup> Street**  
**17<sup>th</sup> Floor, Suite 202**  
**Miami, Florida 33128-1983**

**OPENING: 2:00 P.M.**  
**WEDNESDAY**  
**JANUARY 23, 2013**



**PLEASE QUOTE PRICES F.O.B. DESTINATION, FREIGHT ALLOWED, LESS TAXES,  
 DELIVERED IN MIAMI-DADE COUNTY, FLORIDA.**

NOTE: Miami-Dade County is exempt from all taxes (Federal, State, Local). Bid price should be less all taxes. Tax Exemption Certificate furnished upon request.

Issued by: ISD/PM  
 Ruth  
 Laureano

Date Issued:  
 01/02/13

**This Bid Submittal Consists of  
 Pages 13 through 17 &  
Affidavits**

Sealed bids subject to the Terms and Conditions of this Invitation to Bid and the accompanying Bid Submittal. Such other contract provisions, specifications, drawings or other data as are attached or incorporated by reference in the Bid Submittal, will be received at the office of the Clerk of the Board at the address shown above until the above stated time and date, and at that time, publicly opened for furnishing the supplies or services described in the accompanying Bid Submittal Requirement.

**Title:**  
**SPOIL ISLAND MAINTENANCE SERVICES**

A Bid Deposit in the amount of **N/A** the total amount of the bid shall accompany all bids.

A Performance Bond in the amount of **N/A** the total amount of the bid will be required upon execution of the contract by the successful bidder and Miami-Dade County.

<b>DO NOT WRITE IN THIS SPACE</b>	
ACCEPTED _____	HIGHER THAN LOW _____
NON-RESPONSIVE _____	NON-RESPONSIBLE _____
DATE B.C.C. _____	NO BID _____
ITEM NOS. ACCEPTED _____	
COMMODITY CODE <b>910-27, 910-39, 988-56</b>	
Procurement Contracting Officer: <b>Ruth Laureano</b>	

FIRM NAME \_\_\_\_\_

**RETURN ONE ORIGINAL AND TWO COPIES OF BID SUBMITTAL PAGES AND AFFIDAVITS.**

**FAILURE TO SIGN THE BID SUBMITTAL FORM IN SECTION 4 WILL RENDER YOUR BID NON-RESPONSIVE.**



**SECTION 4  
BID SUBMITTAL FOR:**

**SPOIL ISLAND MAINTENANCE SERVICES**

**FIRM NAME:** \_\_\_\_\_

**4.1 PRICING**

*Bidders are to provide pricing for all items listed below. Pricing provided will be used to evaluate bidders as outlined in Section 2.5.*

Item	Est Qty.	Description	Unit Price Per Week (52 visits per year)
<b><u>Weekly Pick-up - Every Monday</u></b>			
1.	52	Debris Collection and Disposal specified for Island #1	\$_____ Per Week
2.	52	Debris Collection and Disposal specified for Island #2	\$_____ Per Week
3.	52	Debris Collection and Disposal specified for Island #3	\$_____ Per Week
4.	52	Debris Collection and Disposal specified for Island #9	\$_____ Per Week
5.	52	Debris Collection and Disposal specified for Island #10	\$_____ Per Week
6.	52	Debris Collection and Disposal specified for Island #12	\$_____ Per Week
7.	52	Debris Collection and Disposal specified for Island #15	\$_____ Per Week
8.	52	Debris Collection and Disposal specified for Flagler Memorial Island	\$_____ Per Week
Item	Est Qty.	Description	Unit Price Per Month (12 visits per year)
<b><u>Monthly Pick-up - Last Monday of the Month</u></b>			
9.	12	Debris Collection and Disposal specified for Island #11	\$_____ Per Month
10.	12	Debris Collection and Disposal specified for Island #13A	\$_____ Per Month
11.	12	Debris Collection and Disposal specified for Island #13B	\$_____ Per Month
12.	12	Debris Collection and Disposal specified for Island #14	\$_____ Per Month

**Included in this proposal is a copy of the Vessel Inspection Report for the Vessel that will be used to provide services under this contract. YES \_\_\_\_\_ NO \_\_\_\_\_**

**SECTION 4  
BID SUBMITTAL FOR:  
SPOIL ISLAND MAINTENANCE SERVICES  
ACKNOWLEDGEMENT OF ADDENDA**

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**INSTRUCTIONS: COMPLETE PART I OR PART II, WHICHEVER APPLIES**

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**PART I:**

LIST BELOW THE DATES OF ISSUE FOR EACH ADDENDUM RECEIVED IN CONNECTION  
WITH THIS BID

Addendum #1, Dated \_\_\_\_\_

Addendum #2, Dated \_\_\_\_\_

Addendum #3, Dated \_\_\_\_\_

Addendum #4, Dated \_\_\_\_\_

Addendum #5, Dated \_\_\_\_\_

Addendum #6, Dated \_\_\_\_\_

Addendum #7, Dated \_\_\_\_\_

Addendum #8, Dated \_\_\_\_\_

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**PART II:**

☐ NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS BID

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**FIRM NAME:** \_\_\_\_\_

**AUTHORIZED SIGNATURE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**TITLE OF OFFICER:** \_\_\_\_\_

**Bid Title: SPOIL ISLAND MAINTENANCE SERVICES**

By signing this Bid Submittal Form the Bidder certifies that it satisfies all legal requirements (as an entity) to do business with the County, including all Conflict of Interest and Code of Ethics provisions in Section 2-11 of the Miami-Dade County Code. Any County employee or member of his or her immediate family seeking to contract with the County shall seek a conflict of interest opinion from the Miami-Dade County Ethics Commission prior to submittal of a Bid response or application of any type to contract with the County by the employee or his or her immediate family and file a copy of that request for opinion and any opinion or waiver from the Board of County Commissioners with the Clerk of the Board. The affected employee shall file with the Clerk of the Board a statement in a form satisfactory to the Clerk disclosing the employee's interest or the interest of his or her immediate family in the proposed contract and the nature of the intended contract at the same time as or before submitting a Bid, response, or application of any type to contract with the County. Also a copy of the request for a conflict of interest opinion from the Ethics Commission and any corresponding opinion, or any waiver issued by the Board of County Commissioners, must be submitted with the response to the solicitation.

In accordance with Sec. 2-11.1(s) of the County Code as amended, prior to conducting any lobbying **regarding this solicitation, the Bidder must file the appropriate form with the Clerk of the Board stating that a particular lobbyist is authorized to represent the Bidder.** Failure to file the appropriate form in relation to each solicitation may be considered as evidence that the Bidder is not a responsible contractor.

The Bidder confirms that this Bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Bid for the same goods and/or services and in all respects is without collusion, and that the Bidder will accept any resultant award. Further, the undersigned acknowledges that award of a contract is contingent upon vendor registration. Failure to register as a vendor within the specified time may result in your firm not being considered for award.

Pursuant to Miami-Dade County Ordinance 94-34, any individual, corporation, partnership, joint venture or other legal entity having an officer, director, or executive who has been convicted of a felony during the past ten (10) years shall disclose this information at the time of bid or proposal submission.

☐ Place a check mark here only if bidder has such conviction to disclose.

By executing this proposal through a duly authorized representative, the proposer certifies that the proposer is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, as those terms are used and defined in sections 287.135 and 215.473 of the Florida Statutes. In the event that the proposer is unable to provide such certification but still seeks to be considered for award of this solicitation, the proposer shall execute the proposal through a duly authorized representative and shall also initial this space: \_\_\_\_\_. In such event, the proposer shall furnish together with its proposal a duly executed written explanation of the facts supporting any exception to the requirement for certification that it claims under Section 287.135 of the Florida Statutes. The proposer agrees to cooperate fully with the County in any investigation undertaken by the County to determine whether the claimed exception would be applicable. The County shall have the right to terminate any contract resulting from this solicitation for default if the proposer is found to have submitted a false certification or to have been placed on the Scrutinized Companies for Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

**LOCAL PREFERENCE CERTIFICATION:** For the purpose of this certification, a "local business" is a business located within the limits of Miami-Dade County (or Broward County in accordance with the Interlocal Agreement between the two counties) that conforms with the provisions of Section 1.10 of the General Terms and Conditions of this solicitation and contributes to the economic development of the community in a verifiable and measurable way. This may include, but not be limited to, the retention and expansion of employment opportunities and the support and increase to the County's tax base.

☐ Place a check mark here only if affirming bidder meets requirements for Local Preference. Failure to complete this certification at this time (by checking the box above) may render the vendor ineligible for Local Preference.

**LOCALLY-HEADQUARTERED BUSINESS CERTIFICATION:** For the purpose of this certification, a "locally-headquartered business" is a Local Business whose "principal place of business" is in Miami-Dade County, as defined in Section 1.10 of the General Terms and Conditions of this solicitation.

☐ Place a check mark here only if affirming bidder meets requirements for the Locally-Headquartered Preference (LHP). Failure to complete this certification at this time (by checking the box above) may render the vendor ineligible for the LHP. The address of the locally-headquartered office is \_\_\_\_\_.



**LOCAL CERTIFIED SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE CERTIFICATION:** A Local Certified Service-Disabled Veteran Business Enterprise is a firm that is (a) a local business pursuant to Section 2-8.5 of the Code of Miami-Dade County and (b) prior to bid submission is certified by the State of Florida Department of Management Services as a service-disabled veteran business enterprise pursuant to Section 295.187 of the Florida Statutes.

☐ Place a check mark here only if affirming bidder is a Local Certified Service-Disabled Veteran Business Enterprise. A copy of the certification must be submitted with this proposal.

**COUNTY USER ACCESS PROGRAM (UAP): Joint purchase and entity revenue sharing program**

For the County's information, the bidder is requested to indicate, at 'A' and 'B' below, its general interest in participating in the Joint Purchase Program of the County User Access Program (UAP) described in Section 2.21 of this contract solicitation, if that section is present in this solicitation document. Bidder participation in the Joint Purchase portion of the UAP is voluntary, and the bidder's expression of general interest at 'A' and 'B' below is for the County's information only and shall not be binding on the bidder.

- A. If awarded this County contract, would you be interest in participating in the Joint Purchase portion of the UAP with respect to other governmental, quasi-governmental or not-for-profit entities located within the geographical boundaries of Miami-Dade County?

Yes \_\_\_\_\_ No \_\_\_\_\_

- B. If awarded this County contract, would you be interested in participating in the Joint Purchase portion of the UAP with respect to other governmental, quasi-governmental or not-for-profit entities located outside the geographical boundaries of Miami-Dade County?

Yes \_\_\_\_\_ No \_\_\_\_\_

Firm Name: \_\_\_\_\_

Street Address: \_\_\_\_\_

Mailing Address (if different): \_\_\_\_\_

Telephone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

Email Address: \_\_\_\_\_ FEIN No. \_\_\_\_ - \_\_\_\_ / \_\_\_\_ / \_\_\_\_ / \_\_\_\_ / \_\_\_\_

Prompt Payment Terms: \_\_\_\_ % \_\_\_\_ days net \_\_\_\_ days (Please see paragraph 1.2 H of General Terms and Conditions)

Signature: \_\_\_\_\_ (Signature of authorized agent)

*\*"By signing this document the bidder agrees to all Terms and Conditions of this Solicitation and the resulting Contract."*

Print Name: \_\_\_\_\_ Title: \_\_\_\_\_

THE EXECUTION OF THIS FORM CONSTITUTES THE UNEQUIVOCAL OFFER OF PROPOSER TO BE BOUND BY THE TERMS OF ITS PROPOSAL. FAILURE TO SIGN THIS SOLICITATION WHERE INDICATED ABOVE BY AN AUTHORIZED REPRESENTATIVE SHALL RENDER THE PROPOSAL NON-RESPONSIVE. THE COUNTY MAY, HOWEVER, IN ITS SOLE DISCRETION, ACCEPT ANY PROPOSAL THAT INCLUDES AN EXECUTED DOCUMENT WHICH UNEQUIVOCALLY BINDS THE PROPOSER TO THE TERMS OF ITS OFFER.



# **APPENDIX**

## **AFFIDAVITS** **FORMAL BIDS**



**Miami-Dade County**  
Internal Services Department  
Procurement Management Division  
**Affirmation of Vendor Affidavits**

In accordance with Ordinance 07-143 amending Section 2-8.1 of the Code of Miami-Dade County, effective June 1, 2008, vendors are required to complete a new Vendor Registration Package, including a Uniform Affidavit Packet (Vendor Affidavits Form), before being awarded a new contract. The undersigned affirms that the Vendor Affidavits Form submitted with the Vendor Registration Package is current, complete and accurate for each affidavit listed below.

Contract No. : Federal Employer  
Identification Number (FEIN):

Contract Title:

### Affidavits and Legislation/ Governing Body

1.	<b>Miami-Dade County Ownership Disclosure</b> Sec. 2-8.1 of the County Code	6.	<b>Miami-Dade County Vendor Obligation to County</b> Section 2-8.1 of the County Code
2.	<b>Miami-Dade County Employment Disclosure</b> County Ordinance No. 90-133, amending Section 2-8.1(d)(2) of the County Code	7.	<b>Miami-Dade County Code of Business Ethics</b> Article 1, Section 2-8.1(f) and 2-11(b)(1) of the County Code through (d) and (9) of the County Code and County Ordinance No 90-1 amending Section 2-11.1(c) of the County Code
3.	<b>Miami-Dade County Employment Drug-free Workplace Certification</b> Section 2-8.1.2(b) of the County Code	8.	<b>Miami-Dade County Family Leave</b> Article V of Chapter 11 of the County Code
4.	<b>Miami-Dade County Disability Non-Discrimination</b> Article 1, Section 2-8.1.5 Resolution R162-00 amending R-385-95	9.	<b>Miami-Dade County Living Wage</b> Section 2-8.9 of the County Code
5.	<b>Miami-Dade County Debarment Disclosure</b> Section 10.38 of the County Code	10.	<b>Miami-Dade County Domestic Leave and Reporting</b> Article 8, Section 11A-60 11A-67 of the County Code

Printed Name of Affiant	Printed Title of Affiant	Signature of Affiant
Name of Firm		Date
Address of Firm	State	Zip Code

## Notary Public Information

Notary Public – State of \_\_\_\_\_ County of \_\_\_\_\_

*Subscribed and sworn to* (or affirmed) before me this \_\_\_\_\_ day of, \_\_\_\_\_, 20\_\_\_\_.

by \_\_\_\_\_ He or she is personally known to me ☐ or has produced identification ☐

Type of identification produced \_\_\_\_\_

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
Serial Number

\_\_\_\_\_  
 Print or Stamp of Notary Public                      Expiration Date                      Notary Public Seal

**In compliance with Miami-Dade County Ordinance 97-35, the Bidder shall submit with the bid proposal a detailed statement of its policies and procedures (use separate sheet if necessary) for awarding subcontractors in accordance with Section 1, Paragraph 1.15**

[illegible]

Signature

Date \_\_\_\_\_

**SUBCONTRACTOR/SUPPLIER LISTING**  
**(Miami-Dade County Code Sections 2-8.1, 2-8.8 and 10-34)**

Firm Name of Prime Contractor/Respondent \_\_\_\_\_

FEIN # \_\_\_\_\_

Project/Contract Number \_\_\_\_\_

In accordance with Sections 2-8.1, 2-8.8 and 10-34 of the Miami-Dade County Code, this form must be submitted as a condition of award by all bidder/respondents on County contracts for purchase of supplies, materials or services, including professional services which involve expenditures of \$10,000 or more, and all bidder/respondents on County or Public Health Trust construction contracts which involve expenditures of \$100,000 or more. The bidder/respondent who is awarded this bid/contract shall not charge or substitute bid for subcontractors or direct suppliers or the portions of the contract work to be performed or materials to be supplied from those identified, except upon written approval of the County. The bidder/respondent should enter the word "N/A" under the appropriate heading of this form if no subcontractors or suppliers will be used on the contract.

In accordance with Ordinance No. 11-02, an entity contracting with the County shall report the race, gender and ethnic origin of the owner and employees of all first tier subcontractors/suppliers. In the event that the successful bidder demonstrates to the County prior to award that the race, gender and ethnic information is not reasonably available at that time, the successful bidder shall be obligated to maintain diligent efforts to obtain that information and provide the same to the County not later than ten (10) days after it becomes available and, in any event, prior to final payment under the contract.

(Please duplicate this form if additional space is needed.)

Business Name and Address of First Tier Subcontractor/Subconsultant	Principal Owner	Scope of Work to be Performed by Subcontractor/Subconsultant	Principal Owner (Enter the number of male and female owners by race/ethnicity)							Employee(s) (Enter the number of male and female employees and the number of employees by race/ethnicity)									
			Gender		Race/Ethnicity					Gender		Race/Ethnicity							
			M	F	White	Black	Hispanic	Asian/Pacific Islander	Native American/Alaskan	Other	M	F	White	Black	Hispanic	Asian/Pacific Islander	Native American/Alaskan	Other	

Business Name and Address of First Tier Direct Supplier	Principal Owner	Supplier/Materials/Services to be Provided by Supplier	Principal Owner (Enter the number of male and female owners by race/ethnicity)							Employee(s) (Enter the number of male and female employees and the number of employees by race/ethnicity)									
			Gender		Race/Ethnicity					Gender		Race/Ethnicity							
			M	F	White	Black	Hispanic	Asian/Pacific Islander	Native American/Alaskan	Other	M	F	White	Black	Hispanic	Asian/Pacific Islander	Native American/Alaskan	Other	

☐ Mark here if race, gender and ethnicity information is not available and will be provided at a later date. This data may be submitted to Contracting/Procurement department or on-line to the Small Business Development Division of the Regulatory and Economic Resources Department at <http://new.miamidade.gov/business/business-development.asp>.

I certify that the representations contained in this Subcontractor/Supplier listing are to the best of my knowledge true and accurate.

Signature of Bidder/Respondent \_\_\_\_\_

Print Name \_\_\_\_\_

Print Title \_\_\_\_\_

Date \_\_\_\_\_